Appendix
Chapter IX Non-Aviation Development

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9.1 Critical Issues to Be Addressed in Development Agreements

9.1.1 Mortgage and Subordination Rights

MIA

9.1 Critical Issues to Be Addressed in Development Agreements

9.1.1 Mortgage and Subordination Rights

Excerpt from MIA Development Agreement:

"The Lessee shall have the right from time to time, to obtain temporary, construction, and/or permanent financing and refinancing in such amounts as the Lessee considers reasonably necessary ("Financing"). Such Financing shall include leasehold mortgages, including any and all renewals, modifications, advances, additions, and extensions thereof or thereto, secured by the Improvements to or on the Premises. To obtain any such financing, the Lessee shall have the right to encumber, in whole or in part, its leasehold and personal or real property interests under this Lease.

14.2 Assistance by Department
The Department shall assist the Lessee in the Lessee's efforts to obtain temporary, construction or permanent financing or refinancing for the Premises or Areas thereof or any Improvements thereon by providing to the Lessee or to any prospective lender (herein "Lender" or "Leasehold Mortgagee") of the Lessee any documents, information or estoppel in order to satisfy such Lender's requirements for financing; provided that the foregoing shall not impose any additional obligations on the Department or impair any of the Department's rights or remedies under this Lease.

14.3 No Encumbrance of Department's Fee Interest
Notwithstanding anything stated herein to the contrary, the Lessee shall not, in any way or under any circumstances, encumber the Department's fee simple interest in the Premises. " (Miami)

9.1.1 Mortgage and Subordination Rights

DFW

Excerpt from DFW Development Agreement:

TENANT shall have the right, during the Term hereof, to mortgage, encumber, hypothecate or otherwise enter into and execute loan security instruments involving TENANT's leasehold estate created by this Lease (a "Leasehold Mortgage"). The mortgagee or other secured party or pledgee (the "Mortgagee") shall not be liable to perform the obligations of TENANT hereunder unless and until the Mortgagee executes a written assumption of said obligations. Notwithstanding the limitations on assignability set forth above, the Mortgagee shall not be required to obtain BOARD's consent to foreclose the Leasehold Mortgage or to acquire the leasehold estate by voluntary assignment; provided however that the Mortgagee shall not be entitled to exercise any of the rights or privileges of TENANT hereunder acquired without BOARD consent unless and until the Mortgagee executes a written assumption of all of TENANT's obligations and liabilities hereunder except as provided below, and provided further that the Mortgagee shall not be entitled without BOARD consent to thereafter employ TENANT as a manager of the Leasehold Improvements or the leasehold estate or to maintain any other contractual relationship with TENANT concerning the Leasehold Improvements or the leasehold estate. In the event of a foreclosure or voluntary assignment, the Mortgagee shall be required to give timely notice thereof to BOARD; and upon such notice, the Mortgagee shall be entitled to receive a permit from BOARD, for a term up to nine months, that allows the Mortgagee (without assuming all past or future Lease obligations) to make necessary repairs to the Leasehold Improvements or to otherwise protect the Leasehold Improvements from deterioration, and to market the property to prospective assignees, and that also obligates the Mortgagee to assume only that liability under the Lease that accrues during the term of the permit. Any rights or privileges acquired by the Mortgagee, with or without BOARD consent, shall be subject to all provisions in this Lease, including without limitation all prohibitions or conditions concerning assignability of this Lease.

15.7 All of Mortgagee's rights shall terminate no later than the expiration or termination of the leasehold estate. In the event there is a termination of the leasehold estate under the provisions hereof prior to the expiration of the Term of this Lease, the lien rights of any Mortgagee shall terminate and cease immediately; provided that Mortgagee shall be entitled to cure any default as otherwise set forth in this Lease; and provided further that if TENANT voluntarily surrenders possession of the Premises or if the Lease is rejected or terminated in a TENANT bankruptcy proceeding, the

9.1.1 Mortgage and Subordination Rights

DFW

Mortgagee shall be entitled to assume TENANT's obligations hereunder so that Mortgagee's leasehold mortgage shall not terminate as a result thereof. BOARD shall not agree or consent to any amendment or modification of this Lease without the prior written consent of the Mortgagee. In the event that the Leasehold Mortgage can be preserved only through the issuance of a new lease, then the Mortgagee or a tenant of its designation shall be entitled to receive a new lease under identical provisions and for the remainder of the Term of the Lease.

15.8 Nothing contained in any Leasehold Mortgage shall ever be construed to pledge, mortgage, encumber, hypothecate, alienate or otherwise grant or convey all or any part of the fee simple title to the real property underlying the leasehold herein given, as same is publicly-owned property not subject to encumbrance or involuntary sale or divestiture. (Dallas)

PDX

Excerpt from PDX Development Agreement:

15. LEASEHOLD FINANCING

15.1 Right to Grant Security Interest
Lessee is hereby given the right by the Port, in addition to any other rights herein granted and without any requirement to obtain the Port's consent, from time to time, to grant mortgages and/or security interests in Lessee's Improvements, Lessee's interest in this Lease under one or more leasehold mortgages (purchase money or otherwise), and to assign all or any portion of, or any of Lessee's interest in, such collateral as security for such leasehold mortgage(s). The granting of any such security interest may be accomplished by means of a security agreement, a mortgage, or a deed of trust. It is agreed that Lessee has the right to encumber its interests to more than one lender at the same time or at different times. In no event shall Lessee's leasehold estate in this Lease or any of the Improvements herein, be subject to any loan, the term of which extends beyond the scheduled Expiration Date of the Lease. Such security interest shall be subject to all of the terms and conditions of this Lease and to the rights and interests of the Port. The Port is not subordinating its interests in the Premises to any holder of any such mortgage, trust deed, lien or any other security interest created pursuant to this Section. The Port shall also be entitled to all of its residual interest in the Improvements at the termination of this Lease, as provided in

Section 10.4, and is not subordinating that right. In the event Lessee decides to encumber its leasehold estate, Lessee shall promptly give the Port a written notice of such encumbrance and a copy of the recorded documents

9.1.1 Mortgage and Subordination Rights

creating the encumbrance, including a copy of any mortgage, trust deed, or lien. If the Port is required to review or sign any document related to any financing on behalf of or for the benefit of Lessee, then Lessee shall pay the Port's reasonable review fees, including attorney fees, for reviewing such documents.

PDX

15.1 Definitions
Any permitted mortgage arrangement described in Section 15 is referred [Portland]

9.1.2 Options and Rights of First Refusal

DFW

9.1.2 Options and Rights of First Refusal

Excerpt from DFW Development Agreement:

"BOARD hereby grants to TENANT exclusive option (the "Option") for a _____ period from the Commencement Date to add the area described in Exhibit ____ (the "Option Area") to the Premises. Such Option may be exercised at any time during such _____ year term by written notice from TENANT to BOARD, so long as TENANT is not then in default beyond any applicable notice and/or cure period. As consideration for the Option, TENANT shall pay to BOARD each month, until exercise or expiration of the Option, in addition to the Rents and Fees set forth below, an amount equal to ten percent (10%) of the per square foot monthly rental rate or $_____ per square foot, applied to the total acreage of the Option Area, which consideration shall be due each month on the same date and at the same place as Rents and Fees set forth below. In the event the Option is exercised, the Rents and Fees set forth below shall thenceforth be applied to the expanded Premises. Upon TENANT's exercise of the Option, BOARD and TENANT further agree that the lease term of the Option Area shall run coterminous with this Lease. In the event TENANT does not exercise the Option or the Option term expires, the BOARD reserves the right to lease the Option Area at its discretion."

9.1.3 Development Milestones

DFW

9.1.3 Development milestones

Excerpt from DFW Development Agreement:

"… Construction shall commence within one hundred eighty (180) days of the [Effective Date (the "Construction Commencement Date"). Within sixty (60) days of the Effective Date, TENANT, at its sole expense, shall cause its architect to prepare and submit to BOARD, for BOARD's review, eight (8) original copies of a complete set of final plans and specifications with an anticipated construction schedule of key events and their dates with respect to Leasehold Improvements (the "Construction Documents") fully incorporating the Design Criteria Manual. Within thirty (30) days after the receipt by BOARD of eight (8) complete sets of the Construction Documents, BOARD shall return same to TENANT indicating that the Construction Documents either comply or do not comply with the Design Criteria Manual. If the Construction Documents do not comply, BOARD shall provide TENANT with comments to enable TENANT's architect to make the Construction Documents so comply. Once BOARD indicates in writing to TENANT that the Construction Documents so comply, they shall not be modified or amended without prior written consent of BOARD, which consent shall not be unreasonably withheld or delayed.

(c) Notwithstanding anything in this Lease to the contrary, neither BOARD'S review of the Construction Documents nor any subsequent approvals or inspections with respect to the construction of the Leasehold Improvements shall (i) relieve, or waive as to any specific item(s), TENANT'S obligation to construct the improvements in strict accordance with the Design Criteria Manual, and any deviation therefrom shall be invalid unless specifically and expressly consented to in writing by BOARD, and (ii) be deemed to create any express or implied warranties or representations by BOARD or any of its employees, agents, representatives or designees as to the structural integrity, technical or mechanical sufficiency, or safety of the improvements or as to any physical condition or feature pertaining to the Premises.

4.2 If commencement of construction or business operations is postponed because of labor disruptions, war, insurrection, fire, flood, storm, or any other cause not reasonably foreseeable by BOARD and TENANT, the Commencement Date, and, if

applicable, the Construction Commencement Date, shall be postponed commensurately, provided that upon the happening of the event which caused the delay, TENANT notifies BOARD in writing of the delay within ten (10) days of TENANT obtaining knowledge of such event and specifies the number of days that the Construction Commencement Date and/or the Commencement Date, as the case may be, is delayed by the event which caused the delay; otherwise such delay shall be waived by TENANT. "

"4.12. Time for Commencement of Construction. Lessee shall commence construction of _____ (the " ____ ") containing no less than 000,000 square feet within six (6) months of the effective date of the lease and shall complete construction of the Building within eighteen (18) months of the effective date subject to delays which are force majeure in nature. Lessee shall be responsible for obtaining all approvals required for the construction of the _____and related improvements including, but not limited to, all local and state building and zoning codes, compliance with the Design Standards, and to the extent applicable, compliance with all FAA regulations including FAA part 77 and approval of the Authority.

4.13. Lapse of Rights to Undeveloped Land. Failure of the Lessee to commence construction of within six (6) months of the execution of this Ground Lease (or any extended date for the commencement of construction as agreed to by the Parties) shall be considered an Event of Default and the Lessor may terminate this Ground Lease and have no further obligations hereunder. Prior to such termination, Lessor shall notify Lessee and its Leasehold Mortgagee(s) (if any) of its intent to terminate this Ground Lease, which notice shall include a cure period as described in §11 herein.

4.14. Lessee's Duty to Restore. Lessee shall restore the site surrounding the Leased Premises and other areas used for construction easements, rights-of-way and the like to as good condition that existed prior to construction, as reasonably determined by the Lessor.

Recapture Right and Procedure Commencing as of Eleventh Lease Year

Additionally, if as of the commencement of the 11th year of the Term of this Lease, the Lessee has not then constructed the Improvements that were contemplated to be constructed on the Premises as of the end of the 5th year of the Term (to wit the construction of Improvements on Parcels constituting 1/3 of the Premises less Excluded Areas), then the Lessor

9.1.3 Development Milestones

DFW

*shall have the right to take back form the then undeveloped portion of the Premises, a portion thereof not to exceed the amount equal to the difference between the Portion of the Premises that was to have been improved with the construction of Improvements by the end of the 5th year of the Term and the portion of the Premises which has then actually been improved with the construction of Improvements as of the date of the Recapture Notice (as defined below). If Lessor wishes to exercise its right to recapture a portion of the Premises under this Article 2.11 (B), it shall give written notice to Lessee that it wishes to do so at anytime following the expiration of the tenth (10th) full year of the Term, which notice shall set forth the square footage of the Premises which Lessor desires to recapture (a "**Recapture Notice**"; provided that, notwithstanding the foregoing, any development of any portion of the Premises then commenced by Lessee at anytime following the Expiration of the tenth (10th) year of the Term and prior to receipt of a Recapture Notice, shall be deemed to reduce the portion of the Premises that may be recaptured by Lessor under this Article. Lessee shall be deemed to have commenced construction upon filing of an application for a permit to construct an Improvement on the Parcel. In the event an appropriate Recapture Notice is given by Lessor, Lessee have the right to reasonably designate the Parcel to be recaptured by Lessor, which Parcel must consist of contiguous property, and Lessee shall identify the portion of the Premises to be recaptured in writing within ninety (90) days of its receipt of the Recapture Notice (the "**Recapture Parcel Identification**"). The Recapture Parcel Identification Notice shall not describe a Parcel that is greater in size than the square footage identified in Lessor's Recapture Notice, unless the parties agree otherwise. Unless Lessor informs Lessee in writing (a "**Recapture Notice Withdrawal Notice**"), within thirty (30) days of receipt of such Recapture Parcel Identification Notice that it wishes to withdraw the Recapture Notice (the "**Recapture Notice Withdrawal Period**"), the portion of the Premises identified in Lessee's Recapture Parcel Identification Notice shall be deemed to be excluded from the Lease for all purposes, including, but not limited to, Land Rent and Minimum Rent, each of which shall be appropriately reduced, as of the day following the expiration of the Recapture Notice Withdrawal Period.*

9.1.4 Initial Rent

MIA

9.1.4	Initial Rent

Excerpt from MIA Development Agreement:

Rental: As annual rental for the lease of the Phase I Premises, the Lessee shall pay to the County all land and pavement rents on the

9.1.4 Initial Rent

MIA

Phase I Premises in their entirety (except for pavement constructed by Lessee), commencing ("Rent Commencement Date") on the earlier of the Date of Beneficial Occupancy of the first facility constructed thereon (other than a construction trailer), or the first day of the twenty-fifth (25th) month from the Commencement Date. Such rent shall be payable in twelve equal monthly installments, and although the rental rates applicable to the Premises as of the Commencement Date are those indicated below, the rental payable as of the Rent Commencement Date shall be the rental rates then in effect for the Airport. Such rent payments shall be made on the first day of each and every month in advance and without billing, at the offices of the Department as set forth in Article 4.7 (Address for Payments). Such rates shall be subject to review as set forth in Article 4.4. The rentals for the first month shall be prorated if less than a full month.

"5.1. Base Rent. *Lessee shall pay to the Lessor $0.00 per gross square feet of land contained in the Leased Premises per year as Base Rent, commencing on the date Lessee or its sublessee takes occupancy of the _____ or _____, 200__, whichever first occurs, (the "Rent Commencement Date") and continuing annually thereafter for the remainder of the Primary Term at Lessor's address set forth above or at such other addresses as may be designated in writing to Lessee."*

Initial Annual Rent

*Notwithstanding the foregoing, the Lessee agrees that as of the date that id the first day of the first full month following the date that is eighteen (18) full months after the Effective Date (the "**Initial Annual Rent Commencement Date**"), it will begin to pay Aviation Annual Land Rent and Non-Aviation Annual Land Rent hereunder in the aggregate annual amount of One Hundred Fifty-Seven Thousand Eight Hundred and 60/100 ($157,800.60) Dollars (the "**Initial Annual Rent**"), which Initial Annual Rent shall be payable in monthly installments. Following the time that a DBO occurs for any Aviation Parcel or Non-Aviation Parcel, the Initial Annual Rent shall be reduced by the amount of the Aviation Annual Land Rent and/or Non-Aviation Annual Land Rent then payable, until such Initial Annual Rent is full eliminated by the obligation of Lessee to pay Aviation Annual Land Rent and/or Non-Aviation Annual Land Rent for the Parcels on which a DBO has occurred in an aggregate annual amount which is equal to or in excess of the Initial Annual Rent. Such Initial Annual Rent is due and payable regardless of any moratorium, DRI, or other conditions leading to a delay or freeze of the time periods under this Lease, whether caused in*

whole or in part by Lessor or Lessee or a combination of the two or by any other party.

9.1.5 Master Developer

Sample Excerpt

9.1.5 Master Developer

Excerpt:

1.1 Phased Development Goals

*(A) The parties intend that the Land be developed for uses consistent with the Master Plan in phases designed to meet anticipated market requirements. For that purpose the parties have adopted the following "**Phased Development Goals**" and unless agreed to otherwise, will coordinate development of the Infrastructure Improvements to support these Phased Development Goals:*

i. The first Lease Parcel to be constructed on the South East Parcel Site will include not less than eight (8) acres and Developer will deliver a Notice to Lease for the first Lease Parcel within two (2) years following substantial completion of the first phase of Infrastructure Improvements;

ii. The second Lease Parcel to be constructed on the South East Parcel Site will include not less than eight (8) acres and Developer will deliver a Notice to Lease for the second Lease Parcel by the earlier of (A) 90% occupancy of the first Lease Parcel or (B) the 18 month anniversary of the Date of Beneficial Occupancy for the first Lease Parcel's Ground Lease;

iii. The third Lease Parcel will include not less than ten (10) acres and Developer will deliver a Notice to Lease for the third Lease Parcel by the earlier of (A) 90% occupancy of the second Lease Parcel or (B) the 18 month anniversary of the Date of Beneficial Occupancy for the second Lease Parcel's Ground Lease; and each subsequent Lease Parcel will include no less than ten (10) acres and Developer will deliver a Notice to Lease with respect to each subsequent Lease Parcel by the earlier of (A) 90% occupancy of the prior Lease Parcel or (B) the 18 month anniversary of the Date of Beneficial Occupancy for the prior Lease Parcel's Ground Lease.

9.1.5 Master Developer

Sample Excerpt

If the land area of a particular Lease Parcel is in excess of the minimum size required for the applicable phase of development, the excess land area shall accrue and may be credited by Developer against the Lease Parcel size required in any subsequent phase. For example, if the first Lease Parcel includes nine acres, Developer may apply the excess one acre to satisfy the minimum Lease Parcel requirement for any subsequent phase.

(B) The parties acknowledge that the development of Development Projects is subject to market conditions which are subject to change and thus the Phased Development Goals are stated as goals and not obligations of the parties. If Developer does not deliver a Notice to Lease for a Development Project on or before the expiration of the applicable time period provided in Section 2.4(a), and such failure continues for thirty (30) days after written notice from Owner, then Owner shall have the right, as Owner's sole remedy arising from such failure, to terminate this Agreement by giving Developer written notice to that effect within ten (10) days following expiration of such thirty (30) day period. In the event of such termination Section 2.1(b) of this Agreement shall continue with respect to any Development Projects then under development but otherwise neither party shall have any further rights or obligations hereunder.

1.2 Date of Beneficial Occupancy

*For the purpose of this Agreement, "**Date of Beneficial Occupancy**" shall be the date on which the Lease Parcel improvements are functionally operational based upon written notice from the Director of Aviation to the Developer to the effect that (1) all necessary occupancy permits have been obtained; and (2) a reasonable period of time, as determined by the Owner, has been provided to the Developer for operational testing of the Lease Parcel improvements.*

1.3 Third Party Development

If Developer identifies a third party user for a portion of the Land and such third party user requires that it ground lease a portion of the Land directly and undertake construction of its project for its own account (rather than leasing a constructed facility from Developer), Developer may assist Owner in the negotiation of a ground lease with the third party user and shall be entitled to a lease commission to be paid by Owner upon execution of the ground lease with the third party user in an amount equal to 6% of the gross rents payable under the ground lease for lease years 1

9.1.5 Master Developer

Sample Excerpt

through and including 10 and 3% of the gross rents payable under the ground lease for lease years 11 through and including 20, with the lease commission to be divided equally if it is a co-brokered transaction."

[Intentional break from Article I to Article IX in this excerpt]

9.6 Development Schedule

The Lessee shall be responsible to meet the Development Schedule in Exhibit C (as modified from time to time by the Department and the Lessee) unless otherwise specifically agreed by the parties. The Lessee shall perform in accordance with the Development Schedule, as modified from time to time, within the time periods established therein and in this Lease

9.1.5 Master Developer

Sample Excerpt

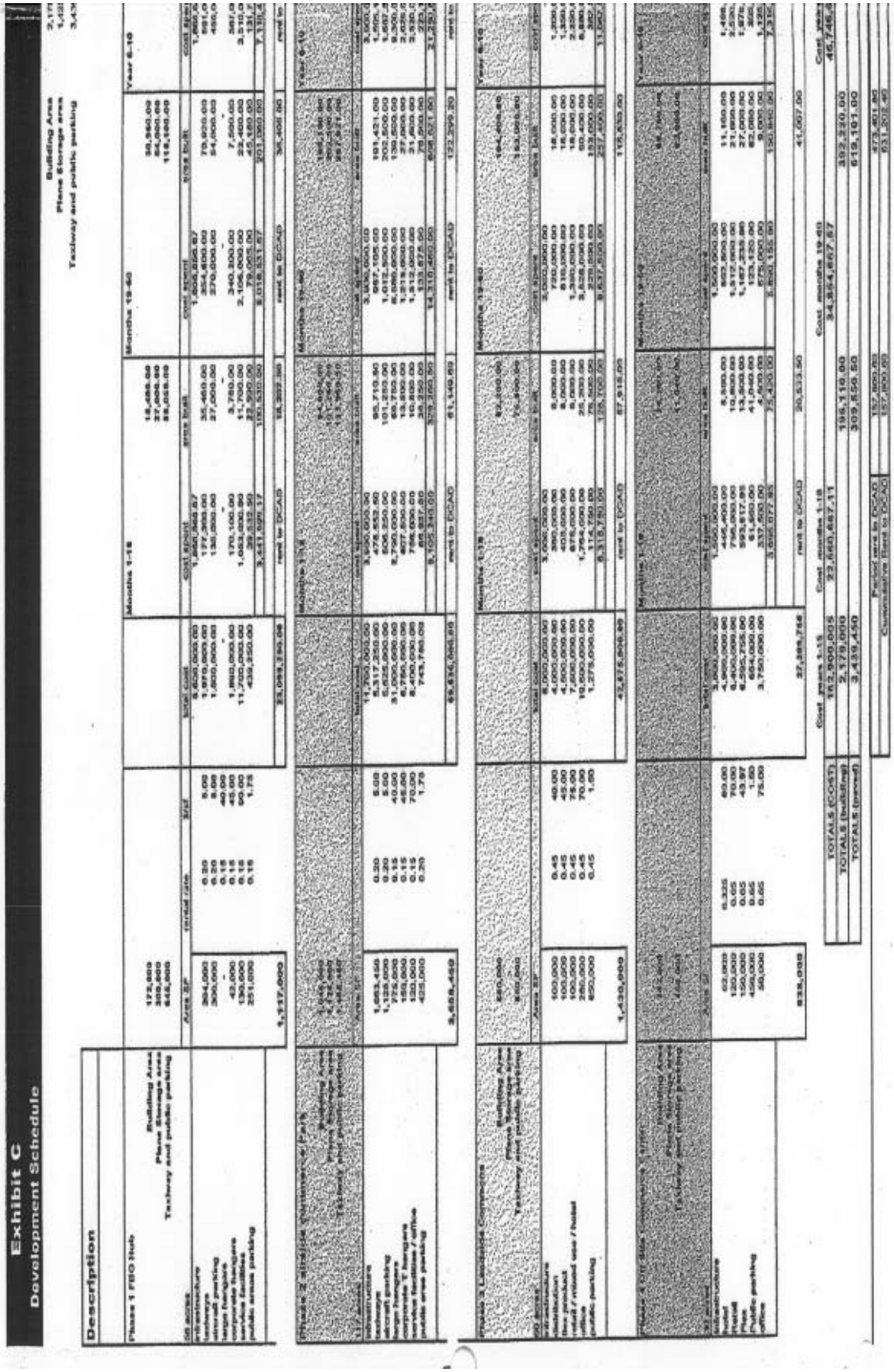

Exhibit C
Development Schedule

Description	Area SF	rental rate	$/sf	total cost	cost spent	area built	cost spent	area built	cost spent	area built	cost spent	area built
					Months 1-18		Months 19-60		Months 61-96		Months 97-120	
Phase 1 FBO Hub												
Building Area	172,800			8,600,000.00	1,650,946.67	18,456.00	1,000,000.67	30,560.00	3,000,000.00	100,710.00	3,000,000.00	101,421.00
Plane Storage area	300,000	0.20	8.00	1,870,000.00	177,333.00	35,460.00	354,600.00	54,000.00	697,105.00	139,421.00	700,000.00	140,000.00
Taxiway and public parking	642,000	0.20	8.00	1,800,000.00	130,050.00	27,000.00	270,000.00	84,000.00	8,080,000.00	1,616,000.00	130,500.00	9,300.00
50 acres	304,000	0.15	40.00						1,318,000.00	263,600.00	27,000.00	2,025.00
infrastructure	300,000	0.15	40.00	1,800,000.00	170,100.00	8,760.00	340,200.00	7,000.00	1,312,000.00	262,400.00	21,600.00	3,930.00
aircraft parking	-	0.15	40.00	11,000,000.00	1,600,000.00	31,000.00	2,100,000.00	224,000.00	229,000.00	45,800.00	153,000.00	8,880.00
large hangars	43,000	0.15	40.00		39,532.50	1,980.00	79,065.00	45,180.00	333,875.00	78,500.00	257,400.00	352.00
corporate hangars	130,000	0.15	50.00	11,000,000.00	439,250.00	21,990.00	879,500.00	201,060.00	14,316,460.00	604,021.00	11,042.00	31,250.00
service facilities	251,000	0.15	1.75			183,530.00	8,018,531.67	7,310.00				
public areas parking					3,441,629.17							
	1,537,000			35,069,350.00		18,202.30	rent to DCAD	36,400.00	rent to DCAD	122,399.20	rent to DCAD	122,399.20
					rent to DCAD							
Phase 2 Middle Commercial Park												
Building Area	1,843,450			11,700,000.00	2,340,000.00	95,710.50	3,000,000.00	101,421.00	3,000,000.00	101,421.00	3,000,000.00	101,421.00
Plane Storage area	1,172,000	0.30	8.00	8,317,250.00	478,553.50	9,570.00	957,105.00	19,000.00	697,105.00	139,421.00	700,000.00	140,000.00
Taxiway and public parking	1,464,450	0.15	40.00	31,000,000.00	1,600,000.00	32,000.00	8,000,000.00	160,000.00	8,080,000.00	1,616,000.00	130,500.00	9,300.00
17 acres	150,000	0.15	40.00	6,750,000.00	407,500.00	13,500.00	1,318,000.00	27,000.00	1,318,000.00	263,600.00	27,000.00	2,025.00
infrastructure	150,000	0.15	40.00	8,400,000.00	786,000.00	10,500.00	1,312,000.00	21,000.00	1,312,000.00	262,400.00	21,600.00	3,930.00
taxiways	123,000	0.15	70.00	743,750.00	88,857.50	38,250.00	333,875.00	78,500.00	333,875.00	78,500.00	257,400.00	352.00
aircraft parking	425,000	0.30	1.75		3,105,340.00	309,260.50	14,316,460.00	604,021.00	14,316,460.00	604,021.00	11,042.00	31,250.00
corporate T hangars												
service facilities / office												
public area parking	3,668,450			69,436,000.00	61,149.69	18,202.30	rent to DCAD	36,400.00	rent to DCAD	122,399.20	rent to DCAD	122,399.20
					rent to DCAD							
Phase 3 Landside Commerce												
Building Area	550,000			8,000,000.00	1,600,000.00	8,000.00	2,000,000.00	18,000.00	2,000,000.00	18,000.00	2,000,000.00	18,000.00
Plane Storage area	100,000	0.45	40.00	4,000,000.00	800,000.00	8,000.00	800,000.00	16,000.00	800,000.00	16,000.00	800,000.00	16,000.00
Taxiway and public parking	100,000	0.45	45.00	4,500,000.00	900,000.00	9,000.00	900,000.00	18,000.00	900,000.00	18,000.00	900,000.00	18,000.00
20 acres	100,000	0.45	75.00	7,500,000.00	1,500,000.00	15,000.00	1,500,000.00	30,000.00	1,500,000.00	30,000.00	1,500,000.00	30,000.00
infrastructure	250,000	0.45	70.00	10,500,000.00	2,100,000.00	21,000.00	2,100,000.00	42,000.00	2,100,000.00	42,000.00	2,100,000.00	42,000.00
hotel / retailed use / hotel	850,000	0.45	1.50	1,275,000.00	255,000.00	2,550.00	255,000.00	5,100.00	255,000.00	5,100.00	255,000.00	5,100.00
	1,430,000			42,675,000.00	8,155,000.00	63,550.00	8,555,000.00	129,100.00	8,555,000.00	129,100.00	8,555,000.00	129,100.00
public parking					rent to DCAD							
Phase 4 Airline Support Area												
Building Area	562,000			3,500,000.00	700,000.00	5,600.00	1,500,000.00	11,100.00	1,500,000.00	11,100.00	1,500,000.00	11,100.00
Plane Storage area	150,000	0.325	60.00	4,900,000.00	446,400.00	8,920.00	892,800.00	17,840.00	892,800.00	17,840.00	892,800.00	17,840.00
Taxiway and public parking	150,000	0.65	70.00	8,400,000.00	796,000.00	10,800.00	1,872,000.00	21,600.00	1,872,000.00	21,600.00	1,872,000.00	21,600.00
12 acres	150,000	0.65	45.87	6,500,705.00	993,617.85	13,023.00	1,187,238.85	27,000.00	1,187,238.85	27,000.00	1,187,238.85	27,000.00
infrastructure	450,000	0.65	1.50	694,000.00	61,600.00	41,000.00	123,000.00	82,000.00	123,000.00	82,000.00	123,000.00	82,000.00
hotel	50,000	0.65	75.00	3,750,000.00	375,000.00	37,500.00	1,125,000.00	112,500.00	1,125,000.00	112,500.00	1,125,000.00	112,500.00
Plan					3,808,077.85	75,843.00	5,800,155.85	170,340.00	5,800,155.85	170,340.00	5,800,155.85	170,340.00
Public parking	839,000			27,589,705	rent to DCAD	30,533.50	41,007.00					
Office												

	Cost years 1-15	Cost months 1-18	Cost months 19-60	Cost months 61-96	Cost months 97-120
TOTALS (COST)	162,900,005	22,660,687.11	34,864,887.87	46,746,[illegible]	
TOTALS (building)	2,179,000	198,110.00	392,220.00		
TOTALS (leased)	3,439,450	309,856.50	619,101.00		
Period rent to DCAD		157,600.03	473,401.82		
Cumulative Rent to DCAD		157,600.03	631,202.49		

9.1.6 Solicitation Process

9.1.7 Site Development Standards

9.1.8 Environmental Provisions

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9.1.6 Solicitation Process

9.1.7 Site Development Standards

9.1.8 Environmental Provisions

Excerpt from DFW Development Agreement:

ARTICLE 21 - Environmental Matters

21.1 Environmental Terms.

(a) "Environmental Impact Claim" means any claim, suit, judgment, penalty, fine, loss, administrative proceeding, order, agreed order or citation by any governmental agency, or expense (including but not limited to any necessary and documented costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultants' fees, contractors' fees, and attorneys' fees) which arises in whole or in part out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature. For purposes of this Lease, Environmental Impact Claim shall exclude any and all personal injury, wrongful death, product liability and environmental justice claims.

(b) "Environmental Laws" shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, codes, orders, and any other governmental requirements related to: air quality; discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and

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protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.

(c) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or (iii) the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or (iv) without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.

(d) "Process Water" means water which contains Hazardous Material from any e 30 point source subject to permit requirements or subject to the Texas Pollutant Discharge Elimination System, the National Pollutant Discharge Elimination System, the Clean Water Act, or the Texas Water Code, amendments thereto, and regulations promulgated pursuant thereto.

(e) "Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment.

(f) "Solid Waste" shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act and shall include sewage.

21.2 <u>TENANT Representations and Warranties</u>.

TENANT represents, warrants, and covenants the following:

(a) TENANT shall obtain and maintain throughout the Term of this Lease all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws and shall

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provide any notices required under Environmental Laws for conducting operations or related activities (e.g., waste generation) at the Premises. TENANT shall require its sublessees and contractors to obtain and maintain all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws for conducting operations or activities at the Premises.
(b) TENANT shall comply and shall cause all its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT's direction and control to comply, and shall include in all subleases a provision requiring the sublessee to comply and all employees, contractors, sublessees or other third parties under sublessee's control to comply with all applicable Environmental Laws.

(c) TENANT shall comply and shall require its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT's direction and control to comply with applicable BOARD policies, procedures, and permits related to protection of the environment, public health, and welfare, or safety.

(d) TENANT shall conduct and shall require its employees to conduct, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT's direction and control to conduct its/their activities and operations in a manner consistent with the BOARD's duties and obligations under Environmental Laws, including
e 31 without limitation environmental permits (e.g., TPDES permit) issued to the BOARD and the BOARD's commitments under the State Implementation Plan and the National Environmental Policy Act.

(e) TENANT shall not cause, contribute to, or permit (i) any Release of any Hazardous Material, Solid Waste, or Process Water by TENANT or its employees, agents, contractors, sublessees or other third parties under TENANT's control, on, at, or from the Premises into the environment; or (ii) any violation of any Environmental Laws as a result, in whole or in part, of TENANT's (and including third parties under TENANT's direction and control) use of or operations or activities at the Premises.

(f) TENANT shall dispose of, and shall require its employees, and shall exercise its best efforts to require its agents, contractors, sublessors, or any other third party under TENANT's direction and control to dispose of, any Solid Waste or any Hazardous Material

generated or located by TENANT (or any third party under TENANT's control) at the Premises in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Lease, at the termination of this Lease, shall remove and dispose of all Solid Wastes and Hazardous Materials in accordance with this Lease at its sole expense in a lawful and timely manner.

21.3 Right of Entry and Inspection

BOARD shall have the full right at all reasonable times, and in BOARD's sole discretion, to enter the Premises for the purpose of conducting an inspection, assessment, investigation, and/or regulatory compliance audit of the Premises and/or TENANT's operations at or use of the Premises, including operations of TENANT's employees, agents, contractors, sublessors, or any other third party under TENANT's control. BOARD or its authorized agents may perform testing of the Premises as needed, including test borings of the ground and chemical analyses of air, soil, water, Process Water, and waste discharges. BOARD will provide advance written notice, including at least twenty-four (24) hours notice of planned intrusive testing, to TENANT to the extent practical under the circumstances, except in case of emergencies, when notice shall not be required. TENANT shall have the right to accompany the BOARD when any such testing is performed, and TENANT shall have the right to obtain, at TENANT's expense, split samples and copies of all non-privileged results of such testing, including any non-privileged reports.

TENANT shall cooperate (and shall require its employees and shall exercise its best efforts to require its agents, contractors, sublessors, or any other third party under TENANT's direction and control to cooperate) in allowing prompt reasonable access to the BOARD to conduct such inspection, assessment, audit or testing. In the exercise of its rights under this article, BOARD shall not unreasonably interfere with TENANT's use and occupancy of the Premises pursuant to the provisions of this Lease. TENANT remains solely responsible for its environmental compliance, notwithstanding any inspection, audit, or assessment.

21.4 Right to Notify Authorities.

BOARD reserves the right to notify and/or consult any appropriate governmental authority or agencies regarding conditions of or on the Premises and/or concerns relating to TENANT's operations at or use of the Premises, including operations of TENANT's employees, agents, contractors, sublessors, or any other third party under TENANT's control, if BOARD reasonably believes those conditions or operations do or may violate applicable Environmental Laws, may pollute or contaminate the

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environment, or may adversely affect the health, welfare, or safety of persons, whether located on the Premises or elsewhere.
If BOARD so notifies and/or consults such governmental authority or agencies, BOARD shall notify TENANT, via its designated representative for environmental matters at the Airport, of such action within twenty-four (24) hours by verbal report in person or by telephone, electronic mail, or facsimile transmittal, to be confirmed, to the fullest extent practicable, within seventy-two (72) hours by written notice to TENANT of such notification and/or consultation, along with copies of all documents related to such notification and/or consultation, excluding legally privileged documents. BOARD shall also provide TENANT's designated representative, as soon as practicable, with written notice of all subsequent substantive communications with the government authority or agencies with regard to the matter, including copies of all related correspondence or other documents sent to or received by BOARD, excluding legally privileged documents.

21.5 Information to be Provided to BOARD

TENANT shall immediately upon (and in no event later than five (5) days after) receipt, provide the BOARD with copies of any notice or other document issued to TENANT (or any employee, agent, contractor, sublessor, or any other third party under TENANT's direction and control) alleging non-compliance or investigating potential non-compliance with any Environmental Laws (i) at or related to the Premises, or (ii) at the Airport and alleged to arise in whole or in part from lease-related operations, activities, actions or omissions of TENANT or third parties under TENANT's direction and control.

TENANT shall provide to the BOARD, simultaneously with its submittal to any governmental agency, a complete copy (including exhibits and attachments) of any reports or notices required by Environmental Laws, and which are not legally privileged, made confidential by applicable law, or protected as trade secrets, regarding (i) alleged or potential non-compliance with any Environmental Laws arising out of past or present operations or activities at or use of the Premises by TENANT or any employee, agent, contractor, sublessor, or any other third party under TENANT's direction and control, and/or (ii) the Release of any Hazardous Material, Process Water, and/or Solid Waste, in, on, or into the environment arising out of past or present operations or activities at or use of the Premises by TENANT or any employee, agent, contractor, sublessor, sublessee, or any other third party under TENANT's direction and control.

In addition, TENANT, at the request of the BOARD, shall make available for inspection and copying at TENANT's expense, within five (5) business

days of TENANT's receipt of written request or upon other reasonable notice and at reasonable times, any or all of the substantive documents and materials (excepting those documents or materials that are legally privileged, made confidential by applicable law, or otherwise protected as trade secrets) that TENANT has prepared or caused to be prepared pursuant to any Environmental Laws or submitted to any governmental agency pertaining to the environmental compliance status of TENANT's operations at, activities related to, or use of the Premises, including without limitation any and all records, test results, studies and/or other documentation regarding environmental conditions relating to the use, storage, or treatment of any Hazardous Material and/or Solid Waste on or under the Premises.

TENANT shall also provide the BOARD with reasonable advance notice of any scheduled meeting between TENANT and any governmental agency regarding, in whole or in part, compliance or alleged non-compliance with Environmental Laws of the Premises or TENANT's (including its employees and third parties under its direction and control) use of, activities related to, or operations at the Premises.

The requirements of this section shall apply throughout the Term of this Lease and until TENANT's obligations with respect to the Premises are extinguished.

21.6 Response and Compliance Actions

Without limiting the indemnity obligations pursuant to this article, if (i) the Premises or other property is or becomes contaminated or otherwise damaged or injured (as is reasonably determined by BOARD or any governmental agency) as a result of a Release of any Solid Waste or any Hazardous Material on, at, or from the Premises or the Airport by TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control, or (ii) at any time during the Term of this Lease, or as determined by any regulatory compliance audit, environmental testing, investigation, or Concluding Environmental Assessment conducted pursuant to this article, any environmental contaminants or pollutants are discovered in, on, under or from the Premises (a) in excess of allowable levels established by applicable federal, state and local laws and regulations, or (b) that create or threaten to create an immediate or substantial threat to human health or the environment (as is reasonably determined by BOARD or any governmental agency), or (c) that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, code, standard or order, then TENANT at its sole cost and expense shall promptly control any such Release or contamination and shall immediately take all actions necessary or required to mitigate any

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immediate threat to human health or the environment. TENANT shall then undertake any further repairs or corrective actions, in a timely manner and in full compliance with Environmental Laws, as necessary to remove or remediate contamination, to protect the public health and safety and the environment, and to bring the Premises or other affected property into compliance with all applicable Environmental Laws and other applicable regulatory requirements in effect as of the date thereof.

If, as is reasonably determined by the BOARD, TENANT (i) does not take immediate or other timely action as necessary to mitigate or prevent any imminent threat to human health and safety or to the environment, (ii) does not perform or complete all necessary repairs, corrective actions or remediation required pursuant to this article or by applicable Environmental Laws, all within a reasonable time as determined by the BOARD or any government regulatory agency with jurisdiction over the work required herein, or (iii) fails to comply with any applicable Environmental Laws that subject the BOARD, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the BOARD, in addition to its rights and remedies described elsewhere in this Lease, at its election, may enter the Premises and take whatever reasonable action the BOARD deems necessary and/or appropriate to protect the public health and safety, to protect the environment, and/or to protect Premises and other BOARD property from any material impairment to their value. In the exercise of its rights under this article, the BOARD shall not unreasonably interfere with TENANT's use and occupancy of the Premises.

21.7 Correction of Environmental Non-Compliance

In the event that TENANT is in alleged non-compliance with any applicable Environmental Laws (as is reasonably determined by the BOARD or any governmental agency with enforcement authority regarding such alleged non-compliance) and provided that the situation or condition in question does not, as determined by the BOARD in its reasonable discretion, either (i) require immediate action to prevent or mitigate contamination, harm to human health or the environment, or material impact to property value, or (ii) subject the BOARD, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the BOARD agrees to notify TENANT in writing of the alleged non-compliance and shall require TENANT to address such non-compliance within thirty (30) days of TENANT's receipt of that notice. Within that thirty (30) day period, TENANT shall have the opportunity to take whatever reasonable action is necessary, subject to approval by the BOARD, to correct such non-compliance, or provide the BOARD a binding commitment to do so within a reasonable time. TENANT shall also have the right during that thirty

(30) day period to challenge, in accordance with the dispute resolution provisions of this article, any such determination of alleged non-compliance. TENANT's obligations under this section may be deferred, upon mutual consent of the parties, until a final ruling on such challenge has been issued. Should TENANT prevail in such a challenge, TENANT shall have no further obligation under this section.

If TENANT does not take such corrective action, undertake a challenge to the non-compliance determination, or provide a binding commitment within the thirty (30) day period, the BOARD may, at its election, enter the Premises and take such measures as the BOARD may deem necessary to correct the alleged non-compliance and/or to remediate any related contamination, all at TENANT's expense. All reasonable and documented costs associated with any action by the BOARD in connection with this section, including but not limited to reasonable attorneys' fees, shall be subject to the reimbursement and indemnification requirements of this article. In the exercise of its rights under this section, the BOARD shall not unreasonably interfere with TENANT's use and occupancy of the Premises.

Nothing in this section is intended or shall be construed so as to prevent the BOARD from exercising, in its reasonable discretion, any rights granted or available elsewhere in this article or Lease.

21.8 Corrective Action Process.

Before commencing any remedial or corrective action under this article, TENANT shall obtain approval from BOARD. The work shall be performed at TENANT's expense, and BOARD shall have the right to review and inspect all such work at any time using consultants and representatives of BOARD's choice. All BOARD approvals required under this article shall not be unreasonably withheld. Specific cleanup levels for any environmental remediation work shall be designed to comply with applicable Environmental Laws and other applicable requirements of local, state and federal statutes, and regulations. TENANT shall, at TENANT's own cost and expense, make all tests, reports, and studies and shall provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to TENANT's response actions. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or remediation plan that may be necessary. In the event deed recordation by BOARD is necessary, TENANT shall reimburse BOARD and/or Cities for all deed recordation fees and attorneys' fees incurred in connection with such action.

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In the event BOARD undertakes any action or incurs any costs in the exercise of its rights under this article, TENANT shall reimburse BOARD, in the manner determined by the BOARD in its reasonable discretion at the time such reimbursement is sought, for all reasonable and documented costs associated with such response, repairs, corrective action and/or remediation, including but not limited to consultants' fees, contractors' fees, attorneys' fees, penalties, costs of investigation or other costs incurred hereunder by BOARD or its agents.

Any remedial or other activity undertaken by TENANT under this article shall not be construed to impair TENANT's rights, if any, to seek contribution or indemnity from another person.

21.9 ENVIRONMENTAL INDEMNIFICATION

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, TENANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BOARD, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND COUNCILS ("ENVIRONMENTAL INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, FINES, SUITS, ACTIONS, ADMINISTRATIVE PROCEEDINGS (INCLUDING INFORMAL PROCEEDINGS), SETTLEMENT REACHED, GOVERNMENT ORDERS, JUDGMENTS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE AND DOCUMENTED ATTORNEYS' AND CONSULTANTS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION, REMOVAL, REMEDIATION, OR OTHER REQUIRED PLAN OR RESPONSE ACTION) INCURRED BY OR ASSERTED AGAINST ANY ENVIRONMENTAL INDEMNITEE AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF (I) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS ARTICLE BY TENANT OR ANY EMPLOYEES, AGENTS, CONTRACTORS, SUBLESSORS, OR ANY OTHER THIRD PARTY UNDER TENANT'S DIRECTION AND CONTROL, (II) THE FAILURE OF TENANT TO PERFORM ANY OBLIGATION REQUIRED BY THIS ARTICLE, (III) DOCUMENTED LOSS TO A THIRD PARTY OR GOVERNMENTAL ENTITY FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, CAUSED IN WHOLE OR IN PART BY OR ARISING IN WHOLE OR IN PART FROM THE OPERATIONS, ACTIVITIES, ACTIONS OR INACTION OR OMISSIONS OF TENANT OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBLESSORS, OR ANY OTHER THIRD PARTY UNDER TENANT'S DIRECTION AND CONTROL AT OR IN ANY WAY RELATED TO THE PREMISES, OR (IV) THE VIOLATION BY TENANT OR ITS EMPLOYEES, AGENTS, CONTRACTORS,

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SUBLESSORS, OR ANY OTHER THIRD PARTY UNDER TENANT'S DIRECTION AND CONTROL OF ANY ENVIRONMENTAL LAW.

Regardless of the date of termination of this Lease, TENANT's obligations and liabilities under this article shall continue so long as BOARD bears any liability or responsibility under the Environmental Laws arising from TENANT's occupancy or use of the Premises during the Term of this Lease.

TENANT's obligation under this article to indemnify, defend and hold harmless shall not apply to claims related to or arising out of (i) contamination that existed at the Premises prior to the TENANT's actual physical occupancy of the Premises ("Date Of Beneficial Occupancy" or "DBO") under this Lease or TENANT's occupancy of any portion of the Premises pursuant to any prior ground lease, permit, letter agreement, or similar agreement between TENANT and BOARD, but only to the extent that such contamination was not caused by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; (ii) any Release that migrated onto or from the Premises that were not caused in whole or in part by TENANT or third parties under TENANT's direction and control; (iii) any Release on, at, or from the Premises not caused in whole or in part by the acts or omissions of TENANT or of its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; (iv) the gross negligence or willful misconduct on the part of any of the Environmental Indemnitees.

TENANT shall pay the resulting costs of such defense and settlement and any costs (including expert fees and attorney's fees) or damages finally awarded with respect thereto, provided that: (a) BOARD promptly notifies TENANT in writing of the claim or lawsuit and TENANT is given a timely opportunity to defend (with counsel of TENANT's choosing) same on behalf of said entities or persons; (b) TENANT has control of the defense and all related settlement negotiations, so long as no such settlement adversely affects BOARD's ability to exercise its rights under this article without BOARD's prior consent, and further provided that BOARD shall have the right to participate in the defense of any suit or similar proceeding at BOARD expense and through counsel of its choosing; and (c) All legal appeals felt to be necessary by TENANT have been exhausted.

TENANT shall keep the BOARD's Legal Counsel, Vice President of Environmental Affairs, and Vice President of Commercial Development informed about any defense actions or settlement negotiations that are subject to the indemnification provisions of this article.

In the event that TENANT fails or refuses to defend BOARD and/or those indemnified as provided in this article, BOARD and/or those indemnified shall have full right to undertake their own defense and to settle any such claims and/or lawsuits. In such event, TENANT shall be liable to BOARD and/or those indemnified, and shall promptly pay, any resulting judgment against, or settlement by them, and shall reimburse them for all reasonable attorney's fees and costs in undertaking such defense and/or settlements.

21.10 Limitation of Environmental Obligations.

TENANT's obligations under this article shall not apply to (i) contamination that existed at the Premises or the Airport prior to the TENANT's DBO under this Lease or TENANT's occupancy of any portion of the Premises pursuant to any prior ground lease, permit, letter agreement, or similar agreement between TENANT and BOARD, but only to the extent that such contamination was not caused by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; (ii) contamination that migrated onto or from the Premises or the Airport and that was not caused in whole or in part by TENANT or third parties under TENANT's direction and control; (iii) any Release on, at, or from the Premises or the Airport not caused in whole or in part by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control. This section applies to this Lease only and is not intended to serve as a limitation of environmental obligations or as a defense to potential environmental liabilities that TENANT or its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control may otherwise have or incur in connection with its or their acts or omissions at the Airport unrelated to the Premises or this Lease.

21.11 Baseline Environmental Assessment.

BOARD and TENANT acknowledge that a Baseline Environmental Assessment was performed for the Premises prior to TENANT's use or occupancy of the Premises. The Baseline Environmental Assessment ("BEA") consists of a Phase I Environmental Site Assessment conducted in accordance with current ASTM standards, as well as sampling of the Premises by the BOARD for potential constituents of concern. The results of the BEA are summarized, a copy of which is attached to this Lease as Exhibit F.

In the event the BEA discloses conditions that must be reported to any government authority under applicable Environmental Laws, the BOARD

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shall make any such report unless mutually agreed otherwise by the parties.

Disclosure of any matter in Exhibit F shall not constitute any admission to be relied upon by any third party that such matter was material or a violation of any Environmental Laws.

21.12 Concluding Environmental Assessment.

Prior to the expiration or earlier termination of this Lease and before vacating the Premises (unless otherwise agreed in advance in writing by the BOARD), TENANT shall cause a qualified third party approved in advance by the BOARD to perform a Concluding Environmental Assessment ("CEA") to determine the environmental condition and state of compliance with Environmental Laws of the Premises and all improvements thereon. Except as otherwise may be agreed by the parties in writing at the time the scope of the CEA is decided, the CEA will be performed at TENANT's expense, up to a maximum cost of $25,000 adjusted for inflation, as measured by the CPI Factor (as defined in this Lease) from 2007 to the time of the CEA. The BOARD, at its option, may (i) participate in the TENANT CEA, either directly or through designated representatives or consultants selected by the BOARD, (ii) fund additional costs of the TENANT CEA in lieu of performing its own CEA, or (iii) conduct or cause a qualified third party to conduct, at BOARD expense, a shadow or separate CEA in addition to the TENANT CEA.

The scope of the Concluding Environmental Assessment shall include, at a minimum, testing for all substances tested for during any Baseline Environmental Assessment or any environmental or regulatory compliance audit or testing performed for any portion of the Premises during the Term of this Lease, unless a different scope is mutually agreed to by the parties at the time the CEA protocol for the Premises is determined. All work performed and all documents and reports generated as part of the CEA shall be performed or prepared, at a minimum, according to the most recent version of the American Society of Testing and Materials ("ASTM") standards established for environmental site assessments, or equivalent alternative, and any applicable regulatory-mandated standards for environmental site assessments. The BOARD may require, as it deems appropriate, that the CEA also include an investigation of environmental issues or conditions beyond the scope of the ASTM guidelines (e.g., lead, wetlands).

All interim and final results of any CEA (including any reports, documents, or test results) performed pursuant to the requirements of this article shall be simultaneously provided to the BOARD and TENANT. In addition, the BOARD shall have access, upon reasonable notice and at reasonable

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times, to all information, raw data, opinions, and test results generated by any such CEA, whether in draft, interim, or final form.

If any activities or tests conducted as part of the CEA indicate suspected contamination, the TENANT shall immediately notify the BOARD. If the Phase II or equivalent portion of the CEA indicates areas of concern, the BOARD may require further investigation in the form of a Phase III environmental site assessment, or equivalent alternative, as the BOARD deems appropriate, to evaluate environmental conditions or potential contamination at or adjacent to the Premises. If the BOARD so requires, TENANT shall conduct, or shall allow the BOARD to conduct, using qualified professionals, sampling sufficient to meet industry standards and USEPA or TCEQ (or successor agency) regulations and guidance of any areas of suspected contamination before concluding the CEA with respect to any area of concern or suspected contamination.
If (as is reasonably determined by the BOARD or any governmental agency) any Hazardous Material, Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), discovered on or at the Premises during the CEA does or threatens to pollute, damage, injure, or contaminate the environment, and/or adversely affect the health, welfare, or safety of persons, whether located on Premises or elsewhere, or to materially impair or interfere with the condition, use or enjoyment of Premises or any other Airport property, then the BOARD at its discretion may require that the CEA include an immediate remediation plan and/or long-term care and surveillance plan for any contamination identified and a TENANT acknowledgement of responsibility and indemnification for any and all losses associated with such contamination. Any proposed plan or response action shall meet or exceed the compliance action requirements of this article and shall be submitted for BOARD review and approval prior to implementation.

If the CEA confirms the presence (surface or subsurface) of test substances in excess of the baseline quantities or levels established by any applicable Baseline Environmental Assessment (BEA) and in excess of allowable levels established by Environmental Laws, or if any environmental site assessment or compliance audit, study, or investigation reveals contamination, damage or injury by any Hazardous Material, Solid Waste, or other substances, or demonstrate that remedial action is necessary or required (as reasonably determined by the BOARD or any governmental agency) to protect the public health and safety and/or the environment or to bring any portion of the Premises into compliance with then applicable Environmental Laws or to restore any material impairment of the value of any portion of the Premises or other affected property, then TENANT agrees to immediately undertake and to

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promptly complete to the satisfaction of the BOARD, in accordance with all applicable Laws and with the provisions of this article, and at TENANT's expense, any necessary or required clean-up, removal, or remedial action.

21.13 Reimbursement.

TENANT shall reimburse BOARD, in the manner determined by BOARD in its reasonable discretion at the time such reimbursement is sought, for any fines, penalties, or actual remediation costs and related reasonable and documented expenses that may be levied against BOARD by the Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental agency, or that otherwise may be incurred by BOARD as a result, in whole or in part, of TENANT's failure to comply fully and in a timely manner with its obligations under this Lease.

21.14 Compliance with Stormwater Regulations, Permits, and Other Requirements.

TENANT acknowledges that BOARD is or may be subject to the Texas Pollution Discharge Elimination System Program ("TPDES"), the National Pollution Discharge Elimination System Program ("NPDES"), and state and federal regulations relating to stormwater discharges, including without limitation 40 CFR Part 122, for operations that occur at the Airport. TENANT further acknowledges that it will conduct operations and activities (and shall require its employees to conduct operations and activities, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT's direction and control to conduct operations and activities) on or related to Premises in compliance with applicable regulations, including 40 CFR Part 122, and any applicable TPDES and/or NPDES permit(s), as these may be amended from time to time. TENANT acknowledges that its cooperation is necessary to ensure compliance with any TPDES or NPDES stormwater discharge permit(s). TENANT acknowledges that it may be necessary to undertake to minimize the exposure of stormwater to materials generated, stored, handled or otherwise used by TENANT (including third parties under its direction and control), as defined in state and federal stormwater regulations, by implementing and maintaining effective "Best Management Practices" as defined in 40 CFR Part 122.2, depending upon the applicability to TENANT's operations or any activities conducted by TENANT at Premises and as implemented in any applicable TPDES and/or NPDES permit, as these may be amended from time to time. TENANT further acknowledges that any existing TPDES and/or NPDES stormwater discharge permit issued to BOARD, and any subsequent permit(s), amendments, extensions or renewals thereto, to the extent affecting TENANT's operations at or related to its use of Premises is incorporated by reference

9.1.8 Environmental Provisions

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into this Lease. TENANT agrees to be bound by all applicable portions of said permit(s).

BOARD agrees to notify TENANT promptly of any changes to any portions of said permit(s) applicable to, or that affect, TENANT's operations at or use of Premises. BOARD also agrees to provide TENANT with written notice of those TPDES and/or NPDES stormwater discharge permit requirements (including any modifications thereto) that TENANT shall be obligated to perform from time to time at or related to its use of Premises, including, but not limited to: certification of non-stormwater discharges, collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. TENANT, within fifteen (15) days of receipt of the written notice, shall notify BOARD in writing if it disputes any of the stormwater discharge permit requirements it is being directed to undertake. If TENANT does not provide such timely notice, it is deemed to assent to undertake such requirements. If TENANT provides BOARD with written notice that it disputes such stormwater discharge permit requirements, BOARD and TENANT agree to negotiate a prompt resolution of their differences and to handle any such dispute in accordance with the dispute resolution provisions of this article. TENANT agrees not object to BOARD notices required pursuant to this section unless TENANT has a good faith basis for doing so.

TENANT understands and acknowledges that certain of TENANT's future capital projects may require review and/or approval prior to construction or installation by the Federal Aviation Administration (the "FAA") and/or the Environmental Protection Agency (the "EPA") and/or the Texas Commission on Environmental Quality (the "TCEQ") pursuant to requirements imposed on the Airport and/or BOARD, including but not limited to the State Implementation Plan and other requirements related to the status of the Dallas-Fort Worth, Texas region as non-attainment for ozone. If requested by BOARD, TENANT agrees to assist the BOARD in preparing such submittals as are required of BOARD by FAA and/or EPA and/or TCEQ. TENANT releases BOARD from and waives any claim against BOARD based in whole or in part on any delay, failure to approve a BOARD submittal, or request for change in a proposed capital project on the part of those agencies.

21.15 "As Is" Status.

TENANT acknowledges that except as otherwise expressly set forth in this Lease, TENANT is taking the Premises AS IS without any express or implied warranty.

21.16 TENANT Equipment.

Notwithstanding anything in this Lease to the contrary, any fuel tanks, fuel pumps, waste oil tanks, and related lines and equipment installed by or on behalf of TENANT in furtherance of this Lease shall at all times remain the property of TENANT, and ownership of such equipment shall not pass to the BOARD by virtue of such equipment being installed on the Premises. No such equipment shall be installed without the written consent of the BOARD, which shall not be unreasonably withheld.

21.17 Waiver.

Any waiver of any provision of this article, or a delay by BOARD in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of BOARD, it being intended that no waiver shall be implied by BOARD's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this article shall be cumulative and in addition to, and not in lieu of, any other remedies available to BOARD at law, in equity, or otherwise.

21.18 Term of Environmental Provisions.

The provisions of this article, including the representations, warranties, covenants and indemnities of TENANT, shall relate back to TENANT's DBO, and shall expressly survive termination of this Lease.

For purposes of this article, TENANT shall give written notice to BOARD of the effective date of any intended early termination of this Lease not less than ninety (90) calendar days prior to the anticipated date of such event.

21.19 Dispute Resolution.

BOARD and TENANT agree that any dispute between them relating to this article will first be submitted, by written notice, to a designated executive of both TENANT and BOARD who will meet at BOARD's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decisions of the executives will be final and binding on the parties. In the event the

executives are unable to resolve any dispute within ten (10) days after submission to them, or within any other mutually agreed time frame, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

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Excerpt from MIA Development Agreement:

ARTICLE 7
ENVIRONMENTAL COMPLIANCE

7.01 ***Definitions****: For purposes of this Agreement, the following additional definitions apply:*

*(A) "**Environmental Claim**" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Lessee or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with my Hazardous Material or any Environmental Requirement.*

*(B) "**Environmental Condition**" –means any event, circumstance or condition constituting (i) recognized environmental conditions within the meaning of ASTM 1527-05; (ii) the current or past release or threatened release of any Hazardous Material into the environment on the Premises, whether originating from the Premises or from off-site contamination or pollution that has migrated thereto; or (iii) any violation of Environmental Laws at or on any part of the Premises.*

(C) "Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above ground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. 6901et seq.; the Comprehensive Environmental Response, compensation and Liability Act of 1980,42

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U.S.C. Section 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. Section I 801C 5-QQ;the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act 42 U.S.C. Section 7401 et seq.; the Toxic Materials Control Act 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section300f et seq.;Chapters403,376 and 373, Florida Statutes;Chapters24 and 25 of the Miami-Dade County Code, and any other local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

*(D) "**Environmental Requirement**" means any Environmental Law, agreement or restriction (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground t&.*

*(E) "**Hazardous Material**" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance", a hazardous waste" or '"solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises or any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises.*

*(F) "**Initial Construction Period**" means a period of time for each Improvement to be constructed hereunder not to exceed one year commencing with the date on which Lessee breaks ground on the vertical construction of such Improvement so as to provide cost effective and timely remediation on a rolling basis.*

*(G) **"On" or "In"** means when used with respect to the Premises or any property adjacent to the Premises, means "on, in, under, above or about."*

*7.02 **Intentionally deleted.***

*7.03 **Responsibility for Environmental Conditions:***

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*(A) **Responsibility of Parties:** County and Lessee acknowledge that Environmental Conditions may be present on the Premises as of the Effective Date, and that such conditions may be known or unknown. County agrees that (i) any and all Environmental Conditions affecting the Premises and existing as of the Effective Date (the "**Pre-Existing Conditions**"), whether or not disclosed on the County's Baseline Disclosures, as hereafter defined, and whether or not discovered as of the Effective Date and (ii) all Environmental Conditions affecting the Premises and resulting from the conduct of the County or any subtenants of the County or resulting from the migration of pollutants from property other than the Premises and not in Lessee's control (collectively, a "**Lessor Condition**"), whether or not disclosed on the County's Baseline Disclosures, and whether or not discovered or existing as of the Effective Date, are the responsibility of the County, except to the extent the Lessee may accept such responsibility under Article 7.04(vii)(b)(3) below. Lessee agrees that any and all Environmental Conditions affecting the Premises and resulting from the conduct of Lessee or any contractor, agent, employee, or invitee of Lessee or its Sub-lessees, including trespassers on the Premises after the Effective Date (collectively, a "**Lessee Condition**") shall be Lessee's responsibility. Nothing herein shall be construed to (i) shift to the Lessee any portion of the responsibility for any Environmental Condition which is a Pre-Existing Condition or results from a Lessor condition, or (ii) shift to the County responsibility for any Environmental Condition which results from a Lessee Condition.*

*(B) **Dispute Resolution Procedure; Presumptions of Responsibility:** Any dispute over the which party hereto bears responsibility for an Environmental Condition under this Article 7.03 shall be resolved by the dispute resolution procedure set forth in Article 7.21, below, with full consideration given to the presumptions of responsibility set forth in this Article 7.03(B). The County agrees that it shall be fully responsible for any Environmental Conditions affecting the Premises which are disclosed by the Baseline Disclosures, all of which shall be deemed to be Pre-Existing Conditions and not subject to rebuttal. Additionally, the County shall be presumed to be responsible for any and all Environmental Conditions determined to be existing at the Premises at any time prior to the date that is thirty (30) years after the Effective Date, notwithstanding the fact that same were not disclosed in the Baseline Disclosures and regardless whether such Environmental Conditions were disclosed in any Lessee Audit, as hereinafter defined; provided that such presumption may be rebutted by the County pursuant to the dispute resolution procedure set forth in Article 7.2 1 hereof. Lessee shall be presumed responsible for any Environmental Conditions at the Premises first occurring at the Premises more than thirty (30) years after the Effective Date; provided that such presumption may be rebutted by Lessee pursuant to Article 7.21 hereof.*

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*(C) **Baseline Disclosures:** Because of the possibility of the presence of Environmental Conditions on the Premises, County has provided, or will provide, to Lessee a Baseline Audit, including soils and groundwater sampling, and consisting of a Phase I and a Phase II Environmental Report. Such reports (i) shaII conform to the requirements of 40 CFR Part 312 and ASTM 1527-05 existing as of the Effective Date of this Agreement, (ii) assess the entirety of the Premises; and (iii) include any analyses of soil and groundwater samples required for compliance with the requirements of 40 CFR Part 312and ASTM 2 527-05 (collectively the "**Baseline Audit**"), the identification of same being set forth on Exhibit "H"; provided that, because of the voluminous size of the Baseline Audit, the Baseline Audit is not made an exhibit to this Lease but the parties acknowledge their receipt of a copy thereof (except for the Phase II Environmental Report which has not yet been finalized and will be delivered to Lessee promptly following receipt thereof by the Department). The parties recognize the possibility that not all Pre-Existing Conditions may be set forth in the Baseline Audit, and notwithstanding said failure, any such Environmental Conditions shown at any time during the Term hereof to be Pre-Existing Conditions shall be the sole responsibility of the County. Lessee acknowledges that Lessor has provided Lessee with copies of all Contamination Assessment Reports respecting the Airport (the "**CARs**"), all Remedial Action Plans affecting the Airport (the "**RAPs**"), and any other reports or notices regarding soil or ground water contamination or any other Environmental Condition, or the violation of any Environmental Law, at the Airport in its possession as of the Effective Date, which CARS, RAPS and other reports shall also be listed on Exhibit "H" and copies thereof have been, or shall be, provided to Lessee (the Baseline Audit and the CARs, RAPS and other reports listed or summarized on Exhibit "H" are collectively referred to herein as the "**Baseline Disclosures**"). The Aviation Department alone represents that it knows of no Environmental Conditions affecting the Airport other than as disclosed in the Baseline Disclosures. The County shall be responsible for any Environmental Conditions disclosed by the Baseline Disclosures, which the County shall respond to, as provided in Article 7.04(B]. Lessee may terminate this lease within thirty (30) days of receipt of the last of the Baseline Disclosures if Lessee, in its reasonable discretion, determines that the Environmental Conditions disclosed in such Baseline Disclosures are unacceptable.*

*(D) **Lessee Right to Inspect and Test the Premises:** The Lessee may (but shall not be obligated to), conduct an independent investigation of the Premises and the physical condition thereof, incIuding testing for the potential presence of any Hazardous Materials on or about all or any portion of the Premises.*

*(E) **Third Party Liability**: Nothing herein shall be construed to hit the responsibility of third parties who are potentially responsible parties (KPRP~'3for liability which may be imposed against such PRPs for any Environment Condition, but the existing of any such PRPs shall not release either the County or Lessee from its responsibility to the other for an Environmental Condition that is their responsibility, as between Lessor and Lessee hereunder, but the responsible party as between Lessee and Lessor shall have the right to pursue recovery against such PRPs.*

*7.04 **County's Response for Environmental Conditions for which it is Responsible; Disclosure of Soil and Ground Water Contamination**: The County agrees to conduct response actions for the Environmental Conditions for which it bears responsibility pursuant to Article 7.03 as follows:*

(i) Response actions for Environmental Conditions for which the County bears responsibility and the obligation to remediate as provided in Article 7.04(ii) shall (to the extent such Environmental Conditions are then known) commence during or prior to the Initial Construction Period, and if not then known, within the period set forth in Article 7.04(ii) and continue thereafter until completed, subject, however, to a deferment of such remediation under the conditions set forth in Article 7.04 (ii). County agrees to conduct any response action in accordance with applicable law and in a commercially reasonable manner and as necessary so as not to unreasonably disrupt Lessee's development, construction activities and/or operations;

(ii) County agrees to conduct and complete response actions in respect of any and all Environmental Conditions for which County bars responsibility pursuant, to 'Article 7: (a) as mandated by any Environmental Requirements; or (b) as needed in order to enable Lessee and/or any of its Sub-lessees to proceed, without limitation or excessive delay due to such Environmental Condition, with: (I) the development of the Premises, (2) the construction of Improvements at the Premises, and/or (3) safely commencing and/or continuing the occupancy of any portion of the Premises and/or the Improvements on any portion of the Premises, all in a manner that permits such occupant to conduct its business thereon. County's responsibility for remediation shall be applicable in case of any of the foregoing and any such required remediation shall be performed in accordance with then existing Environmental Requirements. If County is permitted to leave any Hazardous Material in place under existing Environmental Requirements or is allowed to lawfully employ alternative response actions, all without adversely affecting the Lessee or any of its Sub-lessees or violating any of the foregoing conditions, the County shall have the option of so doing; provided, however, that in such event, County's obligations pursuant to

this Article 7 shall continue with respect to such Environmental Condition so long as same continues to exist and or affect the Premises and or any Improvement. County shall be required to remediate an Environmental Condition beyond that which is permitted by Environmental Requirements onIy if such remediation or abatement of an Environmental Condition for which County is responsible is required by a governmental authority in order to enable Lessee or any of its Sub-lessees to proceed with its development and construction activities or be permitted to occupy or continue to occupy any portion of the Premises or any portion of an Improvement;

*(iii) To the extent any CARs and/or RAPs have been prepared and/or are applicable at the Airport, County confirms that it has or installed and is operating, or will install and operate mediation systems to clean up the contamination described in such CARs and RAPs. Lessee agrees that during the term of the Lease County's authorized representatives shall have the right to enter the Premises in order to operate, maintain, relocate and replace such systems, including the right to conduct pre-construction environmental audits on particular sites at the discretion of Lessor. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring weIls, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring weIls, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediation effort; and (c)undertake such related activities as the County or other governmental authorities may require or recommend, utilizing such methods as County or the applicable governmental authorities may elect in order to remediate the contamination described in the CARs and RAPs (collectiveIy, the "**Remedial Action**");*

(iv) For Environmental Conditions for which Lessor is responsible, Department shall obtain quotes for the cost of the remediation work not later than forty-five (45)days after notice of the Environmental Condition, and shall have ten (10) days thereafter to determine the course of action Department will take as to such Environmental Condition. Such course of action shall follow the provisions of Article 7.04(vii) Department shall reasonably take into account the status of Lessee's development activities at the time of the identification of the Environmental Condition and the time requested by Lessee to have such condition remediated, which requested time frame shaI I be reasonable under the circumstances. Department shall utilize reasonable efforts to minimize any disturbance with the Lessee's use of the Premises caused by the Remedial Action and Lessee agrees that it shall not interfere with or obstruct the Remedia1 Action; provided that, Department shall conduct

such Remedial Action so as not to unreasonably delay, inhibit or interfere with Lessee's or any of its Sub-lessees' development, construction activities or their occupancy of, and conduct of business at, the Premises. Department and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any unreasonable interference with the other party. Within one hundred twenty (120) days of the Effective Date, Department will prepare a site sketch of the Premises reflecting the approximate location of any Remedial Action equipment currently in place and depicting any known proposed future location of such equipment. As Construction begins at new Parcels, if there is discovered a need for Remedial Action for which the County bears responsibility within any areas of such Parcels, County shall, to the extent required in this Article 7.04, promptly undertake such Remedial Action and continue same until completion in accordance with Environmental Requirements;

(v) If Remedial Action equipment or materials need to be temporarily stored in a secure location on the Premises, the parties will reasonably cooperate in identifying reasonable storage locations, at no expense to Lessee or Lessor;

(vi) To the extent County's, Department's or its agents', employees' or contractors' actions required or provided under this Article, unreasonably interfere with Lessee's or any of its Sub-lessees' development, construction, occupancy or operational activities hereunder, at Lessee" election, the Agreement and all Lessee's obligations there under, including, but not limited to payment of any rent and other charges, shal1be abated during the period of such interference, but such abatement shall not apply to the extent Lessee is receiving rents from its Sub-lessees or from business interruption insurance as to the affected Parcel, and the Lease Term and other time periods hereunder, including but not limited to, any free rent or reduced rent period, shall be extended for the number of days that the interference continues. Lessee shall use reasonable efforts to conduct its construction activities to minimize the abatement period; and

(vii) Notwithstanding the foregoing provisions of this Article 7.04, the parties acknowledge that the likely source of environmental conditions on the Premises will be as a result of military activities conducted on the Premises by the United States and that the U.S. Corps of Engineers is the primary agency responsible for remediating any environmental condition shown to be the responsibility of the United States. Accordingly, the following shall apply to environmental conditions discovered on the Premises during the Term of this Lease:

(a) If a Lessor Condition is identified in the first thirty years of the Lease that requires immediate remediation under (iii) above, and the condition will require an expenditure of less than two hundred thousand dollars ($200,000.00) to remediate, the Aviation Department shall promptly select and compensate an environmental contractor to remediate the condition. The Aviation Department and the Lessee shall cooperate in the selection of the environmental contractor and the parties may agree to use a contractor of the Lessee reasonably acceptable to the parties to remediate the condition. Should the Lessor not promptly take such action as required under Article 7.04(iv)above, and fails to commence to do so following ninety (901day's notice from Lessee of its intent to cause such remediation to be performed at Lessor's costs, then Lessee shall have the right, but not the obligation, to cause such condition to be remediated and to offset the reasonable costs incurred in connection with same against the next payments of Annual Rent coming due under this Lease together with interest at the Rate from the time incurred until paid.

(b) If the Lessor Condition will require an expenditure of more than $200,000 to remediate, and the County, acting reasonably, advises that it does not then have sufficient funds to remediate the condition or that Lessor desires the United States or the Corps of Engineers to remediate the condition, then the Lessee shall have the following options:

(1) The Lessee may await the period of time required for the County, acting reasonably, to fund the remediation or the period of time required by the United States or the Corps of Engineers to remediate the Lessor Condition;

*(2) The Lessee may agree to abandon the Parcel requiring mediation and the Lessor shall take back the Parcel (a "**Take-Back Parcel**"), with the Lessee having no further responsibility for such Parcel. En such event, the Lessor agrees to use good faith efforts to provide Lessee with a substitute parcel at the Airport to replace the Take-Back Parcel (which substitute parcel shall be as close to the same size as the Take-Back Parcel as reasonably possible and if same is not available at the Airport, the Lessor may offer Lessee a substitute parcel at one of the other airports under its ownership and control as applicable, the "**Substitute Parcel**"), which Substitute Parcel if acceptable to Lessee and suitable for Lessee's purposes, shall be added to the Lease as a Parcel constituting a part of the Premises and the Take-Back Parcel shall removed fora11purposes from the Premises with the Lease modified as appropriate. If Lessor is unable to offer Lessee an acceptable Substitute Parcel, the Take-Back Parcel shall remain eliminated from this Lease and the Lease shall be modified as appropriate.*

(3) The Lessee may agree to complete the remediation at its own cost, with Lessee being granted whatever right the Lessor may have to seek reimbursement from the United States or the Corps of Engineers, and with Lesser having no obligation to reimburse Lessee for any un-reimbursed costs;

(c) In all remediation activity for which the United States or the Corps of Engineers is required by law or policy to respond, the parties agree to cooperate so as to maximize the amount of remediation to be performed by contractors of the United States and/or the Corps of Engineers and/or the amount of reimbursement that may be available therefor if Lessor or Lessee completes the remediation.

7.05. ***Intentionally Deleted***

7.06 ***Lessee Audit:*** *Lessee, at its sole cost and expense, shall have the right, but not the obligation, to conduct, at any time during the Tern, and on any or all Parcels or Sections, one or more environmental inspections of such Parcel or Section (each a "**Lessee Audit**"), through an independent environmental consultant (a **"Consultant"**) of its choosing. Lessee shall give Lessor advance notice of the identity of such Consultant and if Lessor has a reasonable objection to such Consultant it will try to reach reasonable agreement with the Lessor as to an acceptable Consultant, but if it is unable to do so, Lessee shall be entitled to select a Consultant of its choosing. If Lessee elects to conduct any Lessee Audit, it shall furnish County a copy thereof within thirty (30) days of receipt of same and if said Lessee Audit occurs during a period in which an Environmental Condition is presumed to be the responsibility of Lessee under this Article 7, and same reveals an Environmental Condition, such notice shall state whether Lessee is then contending: (i) that notwithstanding such presumption Lessee believes that the Environmental Condition is the responsibility of the County, or (ii)that Lessee is then attempting to determine the party responsible for said Environmental Condition; or (iii) that Lessee is responsible for remediation of such Environmental Condition. Within ninety (90) days of receipt of any Lessee Audit indicating the existence of an Environmental Condition presumed to be the responsibility of the County pursuant to Article 7, or within thirty (30) days of receipt of any subsequent notice from Lessee that its investigation has concluded that the Environmental Condition is either Pre-Existing or was the result of a Lessor Condition, the County shall notify Lessee if it disputes the Environmental Conditions, or the delineation of subsurface conditions set forth in the Lessee Audit, and for whether it disputes its responsibility for same. Any such dispute shall be resolved by the procedure set forth in Article 7.21, which resolution shall be binding on the parties.*

7.07 ***Maintenance of Premises:*** *Except for the obligations of the County under this Article 7 or as otherwise set forth specifically in this Lease, Lessee shall, at its and/or its Sub-lessees' sole cost and expense, keep, maintain, use and operate the Premises at all times in compliance with d1Environmental Laws, and shall maintain the Premises in good and sanitary order, condition and repair.*

7.08 ***Use of Hazardous Materials To Be in Compliance With All Applicable Law:***
Lessee shall include a provision in all sub-leases requiring its Sub-lessees to (i) comply with all applicable Environmental Requirements, including notice to the Department of all Hazardous Materials to be introduced to the sub-leased portion of the Premises from time to time; (ii) indemnify County for any liability resulting from a failure of the sub-lessee to comply with applicable Environmental Requirements, (iii) adopt best management practices for the use of Hazardous Materials on the Premises, and (iv) report to the County any release of Hazardous Materials on the premises not authorized under applicable Environmental Requirements orally within twenty-four (24) hours and in writing within three (3) business days. Lessee shall, however,
have no obligation to monitor compliance of Sub-lessees with such sub-lease requirements.

7.09 ***Entry by County:*** *Notwithstanding any other right of entry granted to County under this he, Department shall have the right to enter the Premises or to have consultants enter the Premises throughout the Term of this be for the purposes of:(a) determining whether the Premises are in conformity with Environmental Law; (b) conducting an environmental audit or investigation of the Premises;(c) determining whether Lessee has complied with the environmental requirements of this Lease; Id) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (d) removing Hazardous Materials (except to the extent used, stored, or disposed of by Lessee in compliance with applicable Environmental Law and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. Inspections shall be conducted in a manner so as to reasonably minimize interruptions of business operations on the Premises.*

Such inspections may include, but are not limited to, entering the Premises or adjacent property for the purpose of obtaining laboratory samples of soil or groundwater conditions. Department shall not be limited in the number of such inspections during the Term of this Agreement, but shall exercise such right mere often than once per Lease Year only when it deems same reasonably necessary and shall always conduct such inspections in a reasonable manner and in a fashion that minimizes

interference with Lessee and its Sub-lessees. To the extent such inspections disclose the presence of Hazardous Materials used, stored, or disposed of by Lessee or its Sub-lessees, agents, employees, contractors, or invitees in violation of Environmental Law, Lessee shall reimburse County for the cost of such inspections (otherwise same shall be at the cost of Lessor) within ten (10) days of receipt of a written statement thereof; provided that Lessee may dispute such findings in accordance with the dispute resolution procedure provided herein. If such consultants determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of Environmental Law, Lessor shall give Lessee written notice thereof to Lessee and within thirty (30) days of receipt of such notice Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials and otherwise comply with the recommendations of such consultants to the seasonable satisfaction of County and any other regulatory authorities, or notify Lessor that it disputes its responsibility for same, in which event the Lessee may proceed with the dispute resolution procedure provided herein. The right granted to County herein to inspect the Premises shaII not create a duty on County's part to inspect the Premises, nor Iiability of County for Lessee's use, storage, or disposal of Hazardous Materials.

7.10 ***Permits and Licenses:*** *The Lessee agrees that it is responsible for securing at the times required by issuing authorities all permits or approvals that are required by any governmental authority to enable Lessee to conduct its operations under this base. Lessee shall provide to Department on each anniversary date of this Lease or upon the initial issuance of the following items, copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessee or its Sub-lessees and a letter from an officer of Lessee confirming that all required permits, licenses and other authorizations are current.*

7.11 ***Notice of Discharge to County:***

(A) ***Notice to County; County Rights to Cure:*** *In the event of: (a) the happening of any material event involving the spill, release, leak, seepage, discharge, or clean up of any Hazardous Material on the Premises arising from Lessee Condition; or (6) Lessee's receipt of any Environmental Claim affecting Lessee from any person or entity resulting from Lessee's use of the Premises, then Lessee shall notify Department orally within twenty-four (24) hours of Lessee's becoming aware of such material event or Environmental Claim, and in writing within three (3) business days of said oraI notice. If Department is reasonably satisfied that Lessee is not promptly commencing the response to either of such events, Department shall provide Lessee with written notice thereof, and if actions acceptable to Department are not promptly commenced by*

Lessee, Department shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it shall deem reasonably necessary or advisable to dean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Premises or any part thereof, which if true, could result in an order, suit or other action against the County. If Lessee is unable to resolve such action in a manner which results in no liability on the part of County, all reasonable costs and expenses incurred by County shall be secured by this Lease and shall be payable by Lessee upon demand.

*(B) **Lessee Reporting Requirements:** With regard to any required reporting obligation arising out of Lessee's operations or during the Lease Term, Lessee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all reporting obligations while simultaneously providing written notice to County.*

*(C) **Lessee Action Plan:** Within one-hundred and eighty days (180) of Effective Date of this Lease, Lessee shall submit to County an emergency action plan/contingency plan setting forth in detail Lessee's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency plan/contingency plan shall identify Lessee's emergency response coordinator and Lessee's emergency response contractor. Lessee shall notify Lessor if the person or firm so designated is changed.*

7.12 ***Intentionally Deleted***

7.13 ***Intentionality Deleted***

*7.14 **Remediation of Hazardous Material Release:** If any Hazardous Materials are released or discharged on or about the Premises or Improvements in violation of Environmental Law (a "Hazardous Materials Release") at anytime during the Term, the party discovering same shall promptly notify the other party orally within twenty-four (24) hours of discovery and in writing within three (3) business days thereafter. The Lessee, if the Hazardous Materials Release was the result of a Lessee Condition, or the Lessor, if the Hazardous Materials Release was the result of a Lessor Condition, as applicable, shall promptly take all actions, at its sole expense and if caused by a Lessee Condition, without abatement of Annual Rent, or if caused by a Lessor Condition with*

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abatement of Annual Rent, but only to the extent Lessee is not then collecting Annual Rent from its Sub-lessees in respect of the affected Parcel and is not then receiving business interruption insurance as to the affected Parcel, as are necessary to return the affected portion of the Premises or the Improvements and any other affected soil or groundwater, to their condition existing prior to the Hazardous Materials Release. County shall have the right to reasonably approve all such remedial work (and Lessee shall likewise have such right in the event the Lessor is responsible for the Hazardous Materials Release and all of the following obligations of Lessee and rights of County in this Article should be read to be obligations of County and sights of Lessee in such event), including, without limitation: (i) the selection of any contractor or consultant proposed to be retained to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or my material revision thereto prior to submission to any governmental authorities. Notwithstanding the foregoing, County9sprior consent shall not be necessary if a Hazardous Materials Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's good faith efforts, it is not possible to obtain County's consent before taking remedial action to abate such immediate threat; provided that: (a) Lessee shaIl notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b)Lessee shall take onIy such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to my rights reserved by County in this Agreement, County shaI1have the right, but not the obligation, to participate with Lessee and Lessee's consultants and contractors in any meetings with representatives of the governmental authorities, and Lessee shall provide County reasonaIe notice of any such meetings. All remedial work shall be performed in compliance with all Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so Iong as County determines, in its good faith judgment, that such activities wiIl not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County.

7.15 ***Indemnification:*** *Lessee agrees that in any circumstance in which it is responsible for remediation of an Environmental Condition, (which shall not incIude Environmental Condition(s) caused by any Existing Tenant unless Lessee and such Existing Tenant have entered into a direct new Sub-lease and such conditions arose after the effective date thereof and was not a Pre-Existing Condition or a Lessor Condition) it does hereby agree to indemnify, defend (with counsel reasonabIy satisfactory to Lessor), and hoId Lessor, its directors, officers, employees,*

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agents, assigns, and any successors to Lessor's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from a Hazardous Materials Release on, under or about the Premises. Lessor shall have the right but not the obligation to join and participate in, and control, if it so elects for any proceedings or actions in which the Lessor is a named party, any legal proceedings or actions initiated in connection with the Hazardous Materials Release. Lessor may also negotiate, defend, approve, and appeal any action in which Lessor is named asst party taken or issued by any applicable Governmental Authorities with regard to a Hazardous Materials Release. Any costs or expenses incurred by Lessor for which Lessee is responsible under this paragraph or for which Lessee has indemnified Lessor: (i) shall be paid to Lessor on demand, during the term of this Agreement as additional rent; and (ii] from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing Indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of Lessor's successors and assignees,

7.16 ***Aircraft Noise Abatement:*** *The Lessee hereby specifically acknowledges its awareness that the noise generated by aircraft, while on the ground and in flight, may cause annoyance to residential areas in proximity to the Airport and or under or near flight corridors serving the Airport and that the County, as proprietor of the Airport, may, therefore, from time to time adopt certain lad policies, procedures and/or regulations, not inconsistent with the Airport Noise and Capacity Act of 1990, unless otherwise approved by the FAA, and not inconsistent with aircraft safety, intended to abate the effects of aircraft noise. Said policies, procedures and or regulations may deal with, but are not necessarily limited to, night time engine run-ups, preferential runway usage, aircraft arrival and departure patterns, use of displaced runway thresholds, and the like. The Lessee specifically understands and agrees that a violation of such noise abatement policies, procedures and/or regulations may result in the issuance of a citation or other enforcement action against the offending party, with the possible imposition of fines, and will include a provision similar to this Article in its sub-leases.*

7.17 ***Waiver and Release:*** *Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or*

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*unknown, foreseen or unforeseen (collectively "**Claims**"),which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material, in, at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 7.17 shall not apply to any Claim relating to an obligation of Lessor pursuant to this Agreement, including without limitation Articles 7.03 and 7.04 hereof, or to any Claim relating to any Environmental Condition existing on the Premises as of the Effective Date or caused by a Lessor Condition. Lessee acknowledges that Lessor would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein and Lessor acknowledges that Lessee would not enter into this Lease without Lessor's agreement to be responsible for Pre-Existing Conditions and any Environmental Conditions arising as a result of a Lessor Condition.*

*7.18 **Surrender of Premises:** Lessee shall surrender the Premises to County upon the expiration or earlier termination of this Lease free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors or invitees or otherwise discharged on the Premises by Lessee or its Sub-lessees(other than as a result of a Lessor Condition) during the Term of this Lease; provided, however, Lessee shall not be responsible for such obligation to the extent of County's obligations under Article 7 hereof. The Premises shall be surrendered in a condition that complies with all Hazardous Material Requirements, recommendations of environmental consultants hired by County, and such other reasonable environmental requirements as may be imposed by County, provided that no such requirements shall cause the Lessee to be responsible for any Environmental Condition which is the responsibility of the County under Article 7.*

*7.19 **Breach:***

*(A) **Lessee Breach:** Any breach by Lessee of its obligations under Article 7 shall, after notice and not less than thirty (30) days to cure ((unless public health issues are implicated in which case the cure period may be shortened if reasonable) or commence to cure and thereafter continue until cured, shall constitute a default under this Agreement, and shall entitle County to seek to specifically enforce the obligations of Lessee under Article 7, or to exercise self-help to cure the Environmental Condition at the expense of Lessee, which if not re-paid by Lessee on demand would constitute a monetary default hereunder, or exercise such rights as otherwise permitted by law.*

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*(B) **Lessor Breach:** Any breach by Lessor of its obligations under Article 7 shall, after notice and not less than thirty (30) days to cure (unless public health issues are implicated in which case the cure period may be shortened if reasonable) or commence to cure and thereafter continue until cured, shall entitle Lessee to seek to specifically enforce the obligations of Lessor under Article 7, or to exercise self-help to cure the Environmental Condition at the expense of Lessor, which if not re-paid by Lessor on demand would entitle Lessee to offset such amount, together with interest thereon at the Rate, or exercise such rights as otherwise permitted by law.*

*7.20 **Survivability of Terms:** The terms and conditions of this Article 7 shall survive the termination of this Agreement.*

*7.21 **Dispute Resolution:** The parties agree to take reasonable steps to investigate any Environmental Condition and to determine in good faith which party is responsible for remediation of any such Environmental Condition. If the parties are unable to do so in a particular circumstance, the parties shall have the choice of (a) resorting to legal action or (b) mutually selecting one or more environmental engineers or a governmental environmental agency to make, mediate and/or if necessary and mutually agreeable, arbitrate such determination. Each party shall bear its own costs, but the party determined to be less at fault for an Environmental Condition shall be entitled to recovery of its reasonable costs, including attorneys' fees, from the other party, measured on a percentage-of-fault basis; provided, however, that recovery of costs against the other party shall not apply to determinations of responsibility not under this. Article 7.21, and each party shall be responsible for bearing its own costs incurred under such non-Article 7.21 determinations.*

9.2 M/W/D/BE Participation

9.2 M/W/D/BE Participation

DFW

Excerpt from DFW Development Agreement:

22.1 *TENANT has received a copy of BOARD's Minority/Women Business Enterprise Program (the "M/WBE Program"), and TENANT agrees to comply with all applicable provisions of the M/WBE Program in the administration of this Lease. As stated in the M/WBE Program, TENANT acknowledges that participation goals have been established for construction, professional services and purchases of goods and other services. TENANT shall in its operations at the Premises solicit M/WBE*

9.2 M/W/D/BE Participation

DFW

contractors and vendors as stated in the M/WBE Program. TENANT acknowledges that this commitment is a fundamental inducement to BOARD to enter into this Lease. Accordingly, the failure by TENANT to make good faith efforts to carry out any of these requirements will be a material breach of this Lease.
22.2 TENANT shall timely submit reports requested in writing by BOARD's Small and Emerging Business Department (the "SEB Department"), including without limitation monthly reports, in such form and manner as prescribed by the SEB Department, and shall also make necessary records available to the SEB Department, to verify payments to or from M/WBEs and non-M/WBEs, whether capital contributions or any other type of payment, as well as to verify M/WBE solicitations, to verify M/WBE status, and to verify control and management of M/WBEs and joint ventures claiming M/WBE status to provide to BOARD all documentation, records and agreements necessary to establish their M/WBE status and participation. Access as required by this paragraph shall include the right of BOARD to conduct M/WBE audits. In the event TENANT fails to timely submit reports requested by the SEB Department, TENANT shall pay liquidated damages to BOARD in the amount of $100 per incident. TENANT hereby designates the following individual as a contact for M/WBE compliance purposes, and shall promptly notify BOARD of any change in said contact:

Insert name, address, and phone number of TENANT's M/WBE contact person below:
_____
_____
_____

PIT

Excerpt from PIT Development Agreement:

SECTION 16. MBE/WBE AND DBE REQUIREMENTS.

16.1. Minority Business Enterprise/Women Business Enterprise Requirements.

A. Lessee, in order to promote the program and policies adopted by the County Board of Commissioners on August 21, 1980, at Agenda no. 1118-80, shall utilize Minority/Women Business Enterprise (MBE/WBEs) as defined pursuant to 49 Code of Federal Regulations, Part 23, issued by the United States Department of Transportation, in the construction of the Improvements on the Leased Premises. Utilization of MBE/WBEs will

be on a direct contract basis with Lessee, any sublessee, and/or subcontractors through Lessee's or sublessee's prime contractors.

9.2 M/W/D/BE Participation

PIT

B. Lessee understands and agrees that all MBE/WBE contractors and subcontractors utilized, and contracts and subcontracts entered into in accordance with the MBE/WBE provisions contained herein, shall comply with the promulgated MBE/WBE program of Allegheny County and the Disadvantaged Business Enterprise (DBE) program of the Lessor, as adopted and which may from time to time be amended.

C. If Lessee cannot meet the established MBE/WBE or DBE guidelines as set forth above, Lessee shall submit, in writing, a statement describing the reason(s) why it cannot comply with such MBE/WBE or DBE guidelines.

16.2. Disadvantaged Business Enterprise Requirements.

Lessee shall provide for participation by certified DBEs in the design, construction management and construction of the Improvements to the Leased Premises. Lessee shall take any necessary and reasonable steps, in accordance with Title 49, Code of Federal Regulations, Part 23, as amended, to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

9.3 Compliance with FAA Requirements

PIT

9.3 Compliance with FAA Requirements

Excerpt from PIT Development Agreement:

17.1. Landing Area Development. *The Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or opinions of the Lessee, and without interference or hindrance by Lessee. (FAA Order 5190.6A - AGL-600).*

17.2. Landing Area Maintenance. *The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard. (FAA Order 5190.5A - AGL-600).*

17.3. Subordination to FAA Agreements. *This Ground Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between the Lessor and the United States relative to the*

development, operation, or maintenance of the Airport. (FAA Order 5190.6A - AGL-600).

9.3 Compliance with FAA Requirements

PIT

17.4. Notification of Alteration of Improvements. *The Lessee agrees to comply with the notification and review requirements contained in Part 77 of the Federal Aviation Regulations in the event that any future structure or building is planned for the Leased Premises, or in the event of any modification or alteration of any future building or structure situated on the Leased Premises.*

17.5. Right of Flight. *There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Pittsburgh International Airport.*

17.6. Avigation Right-of-Way. *The right of free passage of aircraft shall be in the airspace over the above described property at a height of _____ ft. [to be provided by the Lessor] above mean sea level to an infinite height above said mean sea level and shall be for the exclusive benefit of the Lessor, its successors and assigns. Further, the rights granted pursuant to this Section 17.6 shall include the right to cause or deposit in all airspace above the surface of Lessee's property and on Lessee's surface space such noise, vibrations, fumes, dust, fuel particles and other effects that may be caused by the passage of the aircraft over the property or adjoining property; and by the operation of the aircraft landing at, or taking off from, or otherwise operating at or on said Pittsburgh International Airport, Lessee does hereby waive, remise and release any right or cause of action which it now has or may have in the future against the Lessor, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other surface effects that may be caused or may have been caused by the operation of aircraft passing over said property or adjoining property, or landing at, or taking off from, or otherwise operating at or on said Pittsburgh International Airport.*

Lessor shall have the continuing right to prevent the erection or growth upon Lessee's property of any building, structure, trees or any other object extending into the airspace above said surface at a height of mean sea level of _____ ft. (to be provided by the Lessor] and to remove from said airspace, or at the sole option of the Lessor, to mark and light as obstructions to air navigation, any such building, structure, trees or other objects now upon, or which in the future may be upon Lessee's property,

9.3 Compliance with FAA Requirements

PIT

together with the right of ingress to and egress from and passage over all Lessee's property (airspace and surface space) for such purposes.

In the event the Lessee (or anyone holding through Lessee) interferes with Lessor's right of free passage, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

17.7. Non-Interference. *The Lessee by accepting this Ground Lease agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner that might interfere with the landing and taking off of aircraft from Pittsburgh International Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee. [Pittsburgh]*

17.8 Improvements Subject to Lessor Approval: *Notwithstanding anything herein to the contrary, Lessee acknowledges that all development of facilities on the Premises shall be subject to and be consistent with the Lessor's Aviation System Plan, Airport Master Plan, or ALP (which, as to the ALP and as provided in Article 2.06(B), the Department shall recommend for inclusion in the CDMP), as developed from time to time. Lessee acknowledges that Lessor shall have complete discretion to change the CDMP and to adopt an ALP that best meets the interests of the Lessor and incorporates the Improvements constructed by Lessee at the Premises. Lessee further acknowledges that under Articles 15.06 and 15.08, Lessee" operations on the Premises shall always be subject to the Lessor Aviation System Plan and that any operations once commenced may be precluded or may be required to change in order to comply with changes in the Lessor Aviation System Plan as adopted by the Lessor from time to time in its discretion. Provided, however, Lessor may not make any change in the Master Plan or CDW that substantially precludes the use of such facility after Lessee has constructed a facility then in accordance with the ALP or CDMP; provided further, however, the foregoing restriction shall not apply to any change the Lessor is entitled to make to its Aviation System Plan, nor shall it preclude Lessor's powers of eminent domain.*

9.3 Compliance with FAA Requirements

MIA

Excerpt from MIA Development Agreement:

ARTICLE 20
Agreement Subject to Rights of U.S. Government

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the sight of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to, or assumption of control by, the United States of America shaII be suspended.

Lessee further agrees that all use of the Premises and the Airport by Lessee or any Sub-lessee shall be subject to the federal law and FAA requirements and that it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right at the Airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, air craft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity granted by it and now existing the Airport before the grant of any assistance under Title 49, United States Code.